

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

**BEFORE THE CHIEF PROCUREMENT
OFFICER FOR CONSTRUCTION**

IN THE MATTER OF:

DETERMINATION

**MEDICAL UNIVERSITY OF
SOUTH CAROLINA**

CASE NO. 2009-006

**ARCO LANE WAREHOUSE XEROX
I-GEN EQUIPMENT ADDITION
PROJECT H51-N159-PG**

**POSTING DATE
JANUARY 5, 2009**

This matter came before the Chief Procurement Officer for Construction (CPOC) pursuant to a request from the Medical University of South Carolina (MUSC) to cancel award of a contract to Stenstrom & Associates, Inc., for modifications and additions to the Arco Lane Warehouse mechanical systems and systems controls. MUSC made the request pursuant to S.C. Code Ann. Regs. 19-445.2085(C)(1) on the grounds that ambiguous specifications were cited in the invitation for bids. [A copy of MUSC's request is attached as Exhibit "A"] After the CPOC started his administrative review of the matter, MUSC asked to withdraw its request to cancel the award.¹ [A copy of MUSC's withdrawal is attached as Exhibit "B"]

CPOC FINDINGS

On September 8, 2008, MUSC advertised for bids to construct the Project, which consisted of modifications and additions to the existing mechanical systems and systems controls for the Arco Lane Warehouse (hereinafter, "the Project"). In the solicitation, MUSC sought construction bids on a base bid and an add alternate to the base bid work. [See Exhibit C for a copy of the Bid Form] However, on the bid form, the base bid is labeled Base Bid No. 1 and the add alternate is labeled Base Bid No. 2. This may have caused some initial confusion as to whether MUSC was soliciting multiple base bids or a single base bid with one add alternate. Whether or not there was in fact any confusion, MUSC subsequently attempted to convert the solicitation from one for a single base bid with one add alternate to one soliciting two separate base bids by issuing Addendum Number Four. [See Exhibit D] In this amended

¹ The CPOC received a bid protest prior to MUSC's request to cancel the award that raised the same issue raised in MUSC's request to cancel award. After receipt of MUSC's request for cancellation, the CPOC scheduled a hearing on the protest and shortly thereafter, MUSC withdrew its request for cancellation believing the issue raised in its request would be addressed in the protest. The protest, however, did not raise all the issues addressed in this determination.

solicitation, MUSC intended “Base Bid No. 2” to include both the work in “Base Bid No. 1” and the work in the add alternate found in the original solicitation. The description of each base bid contained in the revised bid form included with the addendum indicated this intent.² However, the description of the Project Scope that was also a part of this addendum refers to the second base bid as an “Add Alternate Bid”. Moreover, the Project drawings still included work identified as “Add Alternate No. 1”. As a result, rather than clarifying MUSC’s intent, Addendum Number Four confused bidders as to MUSC’s intent. On October 10, 2008, in an attempt to further clarify its intent, MUSC issued Addendum Number 5. [See Exhibit E] Addendum Number Five stated that ‘Work identified on the Project drawings as “Add Alternate No. 1” is to be included on the Bid Form provided in Addendum No. 4 as “Base Bid No. 2.’ This last attempt at clarification did not clear up the confusion among potential bidders regarding MUSC’s intent.

By the time for bid opening, MUSC received five bids. [See Exhibit F] Christie, a South Carolina Registered Minority Business Enterprise, was the apparent low bidder on Base Bid No. 1 with a bid of \$38,991.00 as well as Base Bid No. 2 with a bid of \$60,894.93. H.R. Allen, Inc. was the apparent second low bidder on “Base Bid No. 2” with a bid of \$98,800.00, Stenstrom was the apparent third low bidder on “Base Bid No. 2” with a bid of \$124,500.00. [Copies of these three bids are attached as Exhibit G] After reviewing bids, MUSC decided it wanted to award a contract for Base Bid No. 2. However, both Christie and H.R. Allen interpreted the bid documents to require them to bid Base Bid No. 2 as if it were an add alternate to Base Bid No. 1 rather than a totally separate and independent bid. In other words, Christie’s intended price for the work that MUSC intended to be included in Base Bid No. 2 was \$99,885.93, the sum of its two bid prices ($\$38,991 + \$60,894.93 = \$99,885.93$). After being made aware of their misunderstanding of MUSC’s intent, both Christie and H.R. Allen object that they could not perform for the price they bid for Base Bid No.2 and withdrew their bids for mistake. [Copies of these letters are attached as Exhibit H]

On October 28, 2008, MUSC posted a Notice of Intent to Award a contract for “Base Bid No. 2” to Stenstrom for \$124,500.00. [A copy of the Notice is attached as Exhibit I] MUSC posted this Notice despite the fact that it did not make a written determination pursuant to S.C. Code Ann. Regs. 19-445.2085(A) that it was appropriate for either Christie or H.R. Allen to withdraw their bids for mistake.

² Addendum Number Four included a new bid form. In this new bid form, the description of the item labeled Base Bid No. 2 reads as follows:

“Provide modifications to the existing building mechanical systems as well as new systems to accommodate improved space temperature and humidity control. Provide new equipment piping and associated materials and controls to improve humidity control in the Library Storage Area.”

During review of this matter, the CPOC noticed an additional and more significant defect in the award of this contract. The project is one primarily for mechanical construction and Stenstrom, though not a licensed mechanical contractor, submitted a bid as a sole prime contractor.

At the time of bidding, Stenstrom possessed a general contractor's license with a BD classification.³ [See Exhibit J (*See also, signature page of Stenstrom's bid in Ex. G*)] The scope of the BD classification is set forth in SC Code Ann § 40-11-410(1), which provides as follows:

'(1) "General Contractors-Building" which includes commercial, industrial, institutional, modular, and all other types of building construction, including residential structures. This license classification includes all work under the subclassifications of Wood Frame Structures-Class II, Interior Renovation, Masonry, Pre-engineered Metal Buildings, General Roofing, and Structural Shapes.

Licensee under this classification may perform ancillary work, including grading, associated with the building or structure which the licensee has been engaged to construct. However, **if a project includes work performed under a Mechanical Contractor subclassification ... , the licensee must have a license for this work or use a contractor licensed** in the appropriate license classification or subclassification to perform the work." *Emphasis added.*

Because Stenstrom was not licensed to perform mechanical work, Stenstrom listed Knight on its bid as its subcontractor for the mechanical work. However, the Contractors Licensing Act places limitations on a general contractor's ability to bid the Project as a sole prime contractor with a mechanical contractor as a subcontractor. Title 40, Chapter 11, Section 340 of the South Carolina Code of Laws, as amended, provides as follows:

"An entity licensed under the classifications or subclassifications in Sections 40-11-410(1)... may act as a sole prime contractor on a project if forty percent or more of the work as measured by the total cost of construction falls under one or more of the licensee's license classification or subclassifications."

³ Stenstrom also held a construction manager's license but this license has no bearing on this matter. South Carolina Code Ann. § 40-11-20(5) defines a construction manager as an "entity working for a fee whose duties are to supervise and coordinate the work of design professionals and multiple prime contractors, while allowing the design professionals and contractors to control individual operations and the manner of design and construction." MUSC did not solicit construction management services for the project but construction services. Moreover, the Consolidated Procurement Code provides for specific steps that an Agency must follow to procure construction management services, none of which were followed in this case because MUSC was not soliciting construction management services. Finally, Stenstrom did not bid as a construction manager but as a contractor listing only its general contractor license on its bid. *See signature page of Stenstrom's bid, Exhibit G.*

The design-engineering firm for the project, MECA, Inc., estimated the work of the project to consist of 20% general construction, 28% electrical construction, and 52% mechanical construction.⁴ Since general construction is only 20% of the work, Stenstrom did not possess the proper license to bid the project as a sole prime contractor.

The Contractors Licensing Act requires a contractor to possess the proper license at the time of bidding. *S.C. Code Ann. § 40-11-30*. Moreover, *S.C. Code Ann. § 11-40-200(B)* precludes an owner from even considering the bid of an entity or individual that does not possess the proper license classifications or subclassifications at the time of bidding. Possession of the proper contractor license is an issue of responsibility. *Protest of Burkwood Construction Company, Inc., Case No. 1997-8*; *Protest of Roofco, Inc., Case No. 2000-14(I)*. If, at the time of bidding, Stenstrom did not possess the proper license for performing the work of the Project, then MUSC was legally precluded from awarding Stenstrom a contract and should have declared Stenstrom to be a non-responsible bidder. Because less than 40% of any work provided for in the solicitation was within the limits of Stenstrom's license, Stenstrom was legally precluded from bidding the project as a prime contractor and MUSC was legally precluded from awarding a contract to Stenstrom.

DETERMINATION

CANCELLATION OF AWARD PRIOR TO PERFORMANCE

The *S.C. Code Ann. § 11-35-1520(7)* authorizes the cancellation of awards or contracts after award but before performance in accordance with regulations promulgated by the Board. Regulation 19-445.2085(C) allows the cancellation of an award prior to performance only upon written determination of the chief procurement officer that cancellation is warranted in accordance with the provisions set forth therein. One such provision is a determination that there was administrative error on the part of the purchasing agency in making the award and that such error was discovered prior to performance. *See S.C. Code Ann. Regs. 19-445.2085(C)(7)*.

While the authority to cancel awards and solicitations should be exercised carefully and sparingly, cancellation is warranted where, as here, the award is a violation of the explicit language of the Contractors Licensing Act that prohibits the award of a contract. For the reasons set forth above, it was a violation of the Contractors Licensing Act and therefore administrative error for MUSC to offer a

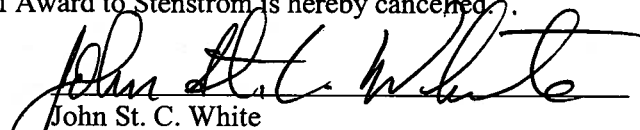
⁴ Under *S.C. Code Ann. § 40-11-340*, only a mechanical contractor with the proper license subclassifications could bid this project as a sole prime contractor.

contract to Stenstrom for the Project. Moreover, this error was discovered before final execution of the contract by the State and before any performance by Stenstrom.

Additional grounds for cancellation pursuant to S.C. Code Ann. Regs. 19-445.2085(C) are:

1. MUSC's administrative error in failing to make a written determination pursuant to S.C. Code Ann. Regs. 19-445.2085(A) concerning the appropriateness of Christie and H.R. Allen's bid withdrawal prior to making an award to Stenstrom; and
2. Ambiguous specifications cited in the specifications that created confusion concerning Base Bid No. 2 and the method for award.

For the foregoing reasons MUSC's Notice of Award to Stenstrom is hereby cancelled.


John St. C. White
Chief Procurement Officer for Construction

5 Jan 09
Date

Columbia, South Carolina

STATEMENT OF RIGHT TO ADMINISTRATIVE REVIEW

The South Carolina Procurement Code, in Section 11-35-4410, subsection (1)(b) states:

(1) Creation. There is hereby created the South Carolina Procurement Review Panel which shall be charged with the responsibility to review and determine de novo:

(b) requests for review of other written determinations, decisions, policies, and procedures arising from or concerning the procurement of supplies, services, information technology, or construction procured in accordance with the provisions of this code and the ensuing regulations; except that a matter which could have been brought before the chief procurement officers in a timely and appropriate manner pursuant to Sections 11-35-4210, 11-35-4220, or 11-35-4230, but was not, must not be the subject of review under this paragraph. Requests for review pursuant to this paragraph must be submitted to the Procurement Review Panel in writing, setting forth the grounds, within fifteen days of the date of the written determinations, decisions, policies, and procedures.

Copies of the Panel's decisions and additional information regarding the protest process is available on the internet at the following web site: www.procurementlaw.sc.gov

FILE BY CLOSE OF BUSINESS: Requests must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 83.1 of the 2008 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410(4). . . . Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2008 S.C. Act No. 310, Part IB, § 83.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an action before the Panel, a business must retain a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003).

MUSC

**MEDICAL UNIVERSITY
OF SOUTH CAROLINA**

Engineering & Facilities
97 Jonathan Lucas Street
PO Box 250190
Charleston • SC 29425

(843) 792-2721
Fax (843) 792-0251
Emergencies (843) 792-4119

November 10, 2008

Mr. John St. C. White, PE
Office of State Engineer
1201 Main Street, Suite 600
Columbia, SC 29201

Reference: Project H51-N159-PG, SE-370 Notice of Intent to Award

Dear Mr. White:

Pursuant to regulation 19-445.2085, paragraph C (1) of the South Carolina Consolidated Procurement Code & Regulations, the Medical University of South Carolina (MUSC) requests that you cancel the above referenced notice of intent to award based on ambiguous specifications cited in the invitation for bids. The wording concerning the two base bids led to confusion among the bidders. MUSC intends to clarify the wording and issue a new solicitation for the work.

Sincerely,



Philip S. Mauney, PE
MUSC Director of Engineering
Engineering & Facilities
97 Jonathan Lucas Street
MSC 190
Charleston, SC 29425-1900

Attachments: SE-370 Notice of Intent to Award
Tabulation of Bids
SE-330 Bid Form

Cc: John Malmrose, MUSC Chief Facilities Officer
Phil Gerald, OSE Project Manager
Alex Chung, MUSC Project Manager
Susie Watts, MUSC Contract Administrator

EXH. B

White, John

From: Mauney, Philip S. [mauney@musc.edu]
Sent: Thursday, December 04, 2008 9:44 AM
To: White, John
Cc: Malmrose, John C.
Subject: FW: H51-N159 Notice of Intent to Award
Attachments: H51-N159 OSE.pdf

John:

I want to withdraw this request to cancel the Notice of Intent to Award for H51-N159. Please advise if this email is sufficient or if you need a letter.

Thanks,
Phil

From: Mauney, Philip S.
Sent: Monday, November 10, 2008 1:45 PM
To: 'jwhite@mmo.sc.gov'
Cc: Gerald, Phil; Malmrose, John C.; Chung, Alex; Watts, Susie
Subject: H51-N159 Notice of Intent to Award

John:

See attached request to cancel the Notice of Intent to Award for H51-N159. Hard copy sent by United States Postal Service.

Thanks,
Phil Mauney
MUSC Director of Engineering

12/30/2008



SE-330 Bid Form

2008 Edition

Bids shall be submitted only on SE-330

BID SUBMITTED BY: _____

(Bidder's Name)

BID SUBMITTED TO: Medical University of South Carolina

(Agency Name)

FOR PROJECT: H51-N159-PG Arco Lane Warehouse Zerox iGen Equipment Addition

(Number)

(Name)

OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the **AGENCY** in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, **BIDDER** has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☐ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check
(**BIDDER** check one)

3. **BIDDER**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

ADDENDUM No: _____

5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Alternate Base Bids, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that **BIDDER** may agree to in writing upon request of the **AGENCY**.

6. **BIDDER** herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

6.1 BASE BID WORK (BASE BID NO. 1) (as indicated in the Bidding Documents and generally described as follows):
Provide modifications to the existing building mechanical systems as well as new systems to accommodate improved space temperature and humidity control.

_____, which sum is hereafter called the **BASE BID No. 1**.

(enter BASE BID in figures only)

SE-330 - Bid Form

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6.2 ALTERNATE BASE BIDS (as indicated in the Bidding Documents and generally described as follows):

[illegible]

6.3 UNIT PRICE WORK

BIDDER offers for the Agency's consideration and use the following **UNIT PRICES**. The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. **UNIT PRICES** include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER**.

[illegible]

LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not Subcontractors and are not to be listed.
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work so identified in the Invitation.
3. If Bidder determines to use its own employees to perform any portion of the work listed below, and if Bidder is qualified to perform such work under the terms of the Bidding Documents, Bidder must list itself in the appropriate place in its bid and not subcontract any of that work except with the approval of the Agency for good cause shown.
4. Bidder's failure to list a Subcontractor for each listed Specialty Subcontractor will render the BID non-responsive.
5. A Subcontractor listed for an Alternate Base Bid must be used for all work if the Alternate Base Bid is accepted.
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR OR PRIME CONTRACTOR'S NAME (MUST BE COMPLETED BY BIDDER)	SUBCONTRACTOR'S SC LICENSE NUMBER (For Information)
<u>BASE BID 1</u>		
Mechanical		
Electrical		
<u>BASE BID 2</u>		
Mechanical		
Electrical		
<u>BASE BID 3</u>		
N/A		

SE-330 Bid Form

2008 Edition

TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The **BIDDER** shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (180) **CALENDAR DAYS** from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (30) **CALENDAR DAYS** from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

- 1 The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One Liquidated Damages** the amount of \$500.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** exceeds the specified or adjusted Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
- 2 The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of \$500.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
- 3 The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of N/A for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

AGREEMENTS

By submitting this Bid, **BIDDER** hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the **BIDDER** to indicate a price for an **ALTERNATE BASE BID** shall render the Bid non-responsive. A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive.
3. The **BIDDER** shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No **BIDDER** whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
4. The failure of the **BIDDER** to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
5. Unless otherwise provided in the Bidding Documents, **BIDDER** will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.
6. **BIDDER** agrees to provide all information requested by the **AGENCY** to support the **AGENCY'S** evaluation and determination of the **BIDDER'S** responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the **AGENCY** within SEVEN (7) DAYS from date of receipt by the **BIDDER** by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by **BIDDER** to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
7. The **BIDDER** certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

SE-330 Bid Form

2008 Edition

8. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.
9. Neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the Form SE-335 included in the Bidding Documents.

(Electronic Bid Bond Number)

(Signature and Title)

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

(Classification)

(Subclassification)

(Limitations)

(SC Contractor's License Number)

SIGNATURE

(Legal Name of Person, Firm or Corporation Submitting Bid)

(Mailing Address for the above)

BY: _____
(Signature)

(Date)

(Title)

(Phone)

ADDENDUM NUMBER FOUR
MEDICAL UNIVERSITY OF SOUTH CAROLINA
ARCO LANE WAREHOUSE XEROX IGEN EQUIPMENT ADDITION
S.C. PROJECT NO. H51-N159-PG

Prepared By: Ryan Barber
MECA, Inc.

October 10, 2008

1. Replace SE-330 Bid Form with the revised SE-330 Bid Form attached.
2. Replace Specification Section 15010 – Scope of Work in its entirety with attached document dated October 10, 2008.
3. Provide new 30A motor rated switch fed by 2#12, #12 GRD.-3/4"C to new 20A/1P circuit breaker in existing panel "LB" to feed new sidewall exhaust fan "EF-1". Panel "LB" is located in the same vicinity as EF-1. Connect power complete.
4. Condensate drains for the new blower coils (BC-1 through 4) shall be trapped and routed full size to nearest exterior wall, penetrate, turned down and terminated within 6" above finished grade. Exterior wall penetration shall be insulated and caulked air tight with escutcheons on each side securely fastened to piping.
5. Duct transition from existing Liebert unit to round connection shall be galvanized steel, internally lined with exterior insulation. Fabric ductwork shall connect to round fitting connection at the top of the transition.

END OF ADDENDUM NUMBER FOUR



SE-330 Bid Form

2008 Edition

Bids shall be submitted only on SE-330

BID SUBMITTED BY: _____

(Bidder's Name)

BID SUBMITTED TO: Medical University of South Carolina

(Agency Name)

FOR PROJECT: H51-N159-PG Arco Lane Warehouse Zerox iGen Equipment Addition

(Number)

(Name)

OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the **AGENCY** in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, **BIDDER** has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☐ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check
(**BIDDER** check one)

3. **BIDDER**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

ADDENDUM No: _____

5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Alternate Base Bids, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that **BIDDER** may agree to in writing upon request of the **AGENCY**.

6. **BIDDER** herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

6.1 BASE BID WORK (BASE BID NO. 1) (as indicated in the Bidding Documents and generally described as follows):
Provide modifications to the existing building mechanical systems as well as new systems to accommodate improved space temperature and humidity control.

_____, which sum is hereafter called the **BASE BID No. 1**.

(enter BASE BID in figures only)

SE-330 - Bid Form**6.2 ALTERNATE BASE BIDS** (as indicated in the Bidding Documents and generally described as follows):

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
BASE BID NO. 2	Provide modifications to the existing building mechanical systems as well as new systems to accommodate improved space temperature and humidity control. Provide new equipment piping and associated materials and controls to improve temperature and humidity control in the Library Storage Area.	
BASE BID NO. 3		

6.3 UNIT PRICE WORK

BIDDER offers for the Agency's consideration and use the following **UNIT PRICES**. The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. **UNIT PRICES** include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER**.

<u>No.</u>	<u>ITEM</u>	<u>Base Bid Qty.</u>	<u>Unit of Measure</u>	<u>ADD</u>	<u>DEDUCT</u>
N/A	N/A	N/A	N/A	N/A	N/A

SE-330 Bid Form

2008 Edition

LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not Subcontractors and are not to be listed.
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work so identified in the Invitation.
3. If Bidder determines to use its own employees to perform any portion of the work listed below, and if Bidder is qualified to perform such work under the terms of the Bidding Documents, Bidder must list itself in the appropriate place in its bid and not subcontract any of that work except with the approval of the Agency for good cause shown.
4. Bidder's failure to list a Subcontractor for each listed Specialty Subcontractor will render the BID non-responsive.
5. A Subcontractor listed for an Alternate Base Bid must be used for all work if the Alternate Base Bid is accepted.
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR OR PRIME CONTRACTOR'S NAME (MUST BE COMPLETED BY BIDDER)	SUBCONTRACTOR'S SC LICENSE NUMBER (For Information)
<u>BASE BID 1</u>		
Mechanical		
Electrical		
<u>BASE BID 2</u>		
Mechanical		
Electrical		
<u>BASE BID 3</u>		
N/A		

SE-330 Bid Form

2008 Edition

TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The **BIDDER** shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (180) CALENDAR DAYS from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (30) CALENDAR DAYS from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

1. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One Liquidated Damages** the amount of \$500.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** exceeds the specified or adjusted Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
2. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of \$500.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
3. The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of N/A for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

AGREEMENTS

By submitting this Bid, **BIDDER** hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the **BIDDER** to indicate a price for an **ALTERNATE BASE BID** shall render the Bid non-responsive. A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive.
3. The **BIDDER** shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No **BIDDER** whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
4. The failure of the **BIDDER** to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
5. Unless otherwise provided in the Bidding Documents, **BIDDER** will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.
6. **BIDDER** agrees to provide all information requested by the **AGENCY** to support the **AGENCY'S** evaluation and determination of the **BIDDER'S** responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the **AGENCY** within SEVEN (7) DAYS from date of receipt by the **BIDDER** by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by **BIDDER** to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
7. The **BIDDER** certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

SE-330 Bid Form

2008 Edition

8. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.

9. Neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the Form SE-335 included in the Bidding Documents.

(Electronic Bid Bond Number)

(Signature and Title)

BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

(Classification)

(Subclassification)

(Limitations)

(SC Contractor's License Number)

SIGNATURE

(Legal Name of Person, Firm or Corporation Submitting Bid)

(Mailing Address for the above)

BY: _____
(Signature)

(Date)

(Title)

(Phone)

SECTION 15010

PROJECT SCOPE

PART 1 GENERAL

1.01 SCOPE

- A. The overall scope of this project is to provide modifications to the existing building mechanical systems to accommodate improved space temperature and humidity control. System modifications include new fabric ductwork and controls. Demolition and renovation of some of the existing mechanical components and other related modifications are part of this contract. Ductwork systems, supply and return will be removed and replaced. The contractor shall review drawings and specifications carefully to determine the complete scope of the project and not depend solely on the description below.
- B. An Add Alternate Bid to provide new blower coil air handling systems is being provided to supplement the existing building HVAC system in the space to provide appropriate cooling for the new automated analytical equipment and the lab technicians and operators in the space. The new blower coil air handling units will incorporate the use of the building chilled water and electric heat systems to provide temperature and humidity control of the space. Modifications to the building HVAC control system will be required to incorporate temperature and humidity control. A more detailed, but not exhaustive or all inclusive list of scope requirements are shown below. The following list is meant to serve as a general description of the scope of the project.
- C. Remove and replace a portion of the supply and return ductwork serving the Warehouse Library storage area. This portion of the project will require careful coordination with the building occupants and require scheduling and review by the occupants, building engineer and project manager.
- D. Provide piping extensions and modifications to the existing chilled water and condensate piping systems to allow installation of new air handling units. This portion of the project will require the connection to and extension of the existing chilled water systems.
- E. Provide new air handling blower coil units together with all accessories and control features indicated on the drawings and in the equipment specifications. The blower coil units shall be integrated with the building controls system to achieve space temperature control and space humidity control.
- F. Provide new distribution ductwork consisting of galvanized steel ductwork, fabric duct system, mounting hardware and accessories.
- G. Provide noise control and sound control for the mechanical and electrical rooms. All openings, shafts, cracks, etc. shall be sealed with acoustical materials.
- H. Provide removal of portion of the existing building systems to accommodate system modifications.

- I. Remove all existing system components serving the Library Storage area including but not limited to piping, ductwork, controls, and electrical connections that are not used in the completed renovation. All unused piping shall be removed and control and power wiring shall be removed to nearest indoor panel.
- J. Provide appropriate personnel, equipment, chemicals, and procedures to flush and treat the water system to remove debris and substances that could impair the performance of the heat transfer surfaces. Water samples shall be taken and analyzed by a chemical treatment company approved by the Engineer and witnessed by a representative from the Engineer's office. The system is to be certified as ready for use prior to any equipment being placed into service.
- K. Start, test, adjust, balance and place into operation all systems. The building water and air distribution systems are to be balanced to provide the quantity of air and water as shown on drawings. System balance is to be accompanied with certified test forms as to obtained air and water quantities.
- L. Provide a complete control system for the tie-in of the new mechanical equipment, including but not limited to air handling units and exhaust systems as well as modifications to the control systems and device relocation to accommodate changes in the operating sequence for the air handlers serving the Printing Area. All controls shall be compatible with the existing Trane Controls System in the facility. Contractor shall coordinate all control, interlock and starting circuit wiring. Wiring shall be 120 volts or less. Provide transformers and relays as required to comply with this requirement. Conduit shall be steel conforming to the requirements of the Electrical Specifications, except as otherwise specified. NO PLENUM CABLE WILL BE ALLOWED FOR INSTALLATION OF CONTROLS FOR THIS PROJECT.

END OF SECTION 15010

EXH. E

ADDENDUM NUMBER FIVE
MEDICAL UNIVERSITY OF SOUTH CAROLINA
ARCO LANE WAREHOUSE XEROX IGEN EQUIPMENT ADDITION
S.C. PROJECT NO. H51-N159-PG

Prepared By: Ryan Barber
MECA, Inc.

October 10, 2008

1. Work identified on the Project drawings as "Add Alternate No. 1" is to be included on the Bid Form provided in Addendum No. 4 as "Base Bid No. 2".

END OF ADDENDUM NUMBER FIVE

Revised 10/28/08

TABULATION OF BIDSPROJECT: Arco Lane Warehouse Xerox iGen
Equipment AdditionS.C. PROJECT NO. H51-N159-PG

PAGE 1 of 1

MEDICAL UNIVERSITY OF SOUTH CAROLINADATE 10/15/08TIME 2:30 p.m.OPENED BY Alex ChungWITNESSED Susie Watts *SW*

CONTRACTOR		BID BOND	X	WITHDREW BID
Christie Brothers Heat & Air, LLC		ADDENDUM	5	
BASE BID #1 \$ 38,991.00		SUBCONTRACTORS		
BASE BID #2 \$ 60,894.93		Mechanical (BB#1) - Christie Brothers Heat & Air, Inc. Electrical (BB#1) - H.D. Electric Company Mechanical (BB#2) - Christie Brothers Heat & Air, Inc. Electrical (BB#2) - H.D. Electric Company		
<hr/>				
CONTRACTOR		BID BOND	X	WITHDREW BID
H.R. Allen, Inc.		ADDENDUM	5	
BASE BID #1 \$ 49,100.00		SUBCONTRACTORS		
BASE BID #2 \$ 98,800.00		Mechanical (BB#1) - H.R. Allen, Inc. Electrical (BB#1) - H.R. Allen, Inc. Mechanical (BB#2) - H.R. Allen, Inc. Electrical (BB#2) - H.R. Allen, Inc.		
<hr/>				
CONTRACTOR		BID BOND	X	WITHDREW BID
Cullum Constructors, Inc.		ADDENDUM	5	
BASE BID #1 \$ 39,887.00		SUBCONTRACTORS		
BASE BID #2 \$ 139,160.00		Mechanical (BB#1) - Cullum Constructors, Inc. Electrical (BB#1) - Gatch Electric Mechanical (BB#2) - Cullum Constructors, Inc. Electrical (BB#2) - Gatch Electric		
<hr/>				
CONTRACTOR		BID BOND	X	WITHDREW BID
Stenstrom & Associates, Inc.		ADDENDUM	5	
BASE BID #1 \$ 52,500.00		SUBCONTRACTORS		
BASE BID #2 \$ 124,500.00		Mechanical (BB#1) - Knight Electrical (BB#1) - Gatch Mechanical (BB#2) - Knight Electrical (BB#2) - Gatch		
<hr/>				
CONTRACTOR		BID BOND	X	WITHDREW BID
C.R. Hipp Construction, Inc.		ADDENDUM	5	
BASE BID #1 \$ 79,245.00		SUBCONTRACTORS		
BASE BID #2 \$ 165,642.00		Mechanical (BB#1) - C.R. Hipp Construction, Inc. Electrical (BB#1) - Gatch Electrical Mechanical (BB#2) - C.R. Hipp Construction, Inc. Electrical (BB#2) - Gatch Electrical		
<hr/>				



SE-330 Bid Form

2003 Edition

Bids shall be submitted only on SE-330

BID SUBMITTED BY: CHRISTIE BROTHERS HEAT AND AIR, LLC
(Bidder's Name)

BID SUBMITTED TO: Medical University of South Carolina
(Agency Name)

FOR PROJECT: H51-N159-PG Aroo Lane Warehouse Zerox iGen Equipment Addition
(Number) (Name)

OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the AGENCY in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, BIDDER has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☒ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check
(BIDDER check one)

3. BIDDER, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. BIDDER acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

ADDENDUM No: 1, #2, #3, #4, and #5

5. BIDDER accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. BIDDER agrees that this Bid, including all Alternate Base Bids, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that BIDDER may agree to in writing upon request of the AGENCY.

6. BIDDER herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

6.1 BASE BID WORK (BASE BID NO. 1) (as indicated in the Bidding Documents and generally described as follows):
Provide modifications to the existing building mechanical systems as well as new systems to accommodate improved space temperature and humidity control.

\$38,991.00, which sum is hereafter called the **BASE BID No. 1**.
(enter BASE BID in figures only)

SE-330 - Bid Form

6.2 ALTERNATE BASE BIDS (as indicated in the Bidding Documents and generally described as follows):

[illegible]

6.3 UNIT PRICE WORK

BIDDER offers for the Agency's consideration and use the following **UNIT PRICES**. The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. **UNIT PRICES** include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER**.

[illegible]

SE-330 Bid Form

2008 Edition

LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not Subcontractors and are not to be listed.
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work so identified in the Invitation.
3. If Bidder determines to use its own employees to perform any portion of the work listed below, and if Bidder is qualified to perform such work under the terms of the Bidding Documents, Bidder must list itself in the appropriate place in its bid and not subcontract any of that work except with the approval of the Agency for good cause shown.
4. Bidder's failure to list a Subcontractor for each listed Specialty Subcontractor will render the BID non-responsive.
5. A Subcontractor listed for an Alternate Base Bid must be used for all work if the Alternate Base Bid is accepted.
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR OR PRIME CONTRACTOR'S NAME (MUST BE COMPLETED BY BIDDER)	SUBCONTRACTOR'S SC LICENSE NUMBER (For Information)
BASE BID 1		
Mechanical	CHRISTIE BROTHERS HEAT AND AIR, INC.	M-109869
Electrical	H.D. ELECTRIC COMPANY	EL-103161
BASE BID 2		
Mechanical	CHRISTIE BROTHERS HEAT AND AIR, INC.	M-109869
Electrical	H.D. ELECTRIC COMPANY	EL-103161
BASE BID 3		
N/A		

SE-330 Bid Form

2003 Edition

TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The **BIDDER** shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (180) CALENDAR DAYS from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (30) CALENDAR DAYS from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

1. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as Step One Liquidated Damages the amount of \$500.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** exceeds the specified or adjusted Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
2. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as Step Two Liquidated Damages the amount of \$500.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
3. The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of N/A for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

AGREEMENTS

By submitting this Bid, **BIDDER** hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the **BIDDER** to indicate a price for an **ALTERNATE BASE BID** shall render the Bid non-responsive. A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive.
3. The **BIDDER** shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No **BIDDER** whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
4. The failure of the **BIDDER** to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
5. Unless otherwise provided in the Bidding Documents, **BIDDER** will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.
6. **BIDDER** agrees to provide all information requested by the AGENCY to support the AGENCY'S evaluation and determination of the **BIDDER'S** responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the AGENCY within SEVEN (7) DAYS from date of receipt by the **BIDDER** by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by **BIDDER** to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
7. The **BIDDER** certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

SE-330 Bid Form

2006 Edition

8. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.

9. Neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the Form SE-335 included in the Bidding Documents.

(Electronic Bid Bond Number)(Signature and Title)**BIDDER'S TAXPAYER IDENTIFICATION**FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 20-8611591

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

Mechanical AC-4 \$125,000.00
 (Classification) (Subclassification) (Limitations)

M-109869

(SC Contractor's License Number)

SIGNATUREChristie Brothers Heat and Air, LLC

(Legal Name of Person, Firm or Corporation Submitting Bid)

239 Buckeye Lane Summerville, SC 29483

(Mailing Address for the above)

Randy Christie

BY:

(Signature)

10/15/08

(Date)

OWNER / CEO

(Title)

(843) 343-1943

(Phone)



**SE-335
Bid Bond**

2008 Edition

KNOW ALL PERSONS BY THESE PRESENTS THAT

CHRISTIE BROTHERS HEAT AND AIR, LLC, 239 BUCKEYE LANE, SUMMERVILLE, SC 29483
(Insert full name and address of legal title of Bidder)
hereinafter referred to as "Principal," and

WESTERN SURETY COMPANY, PO BOX 5077, SIOUX FALLS, SD 57117
(Insert full name and address of principal place of business of Surety)

a corporation duly organized and existing under the laws of the State of **SOUTH DAKOTA**, with its principal office in the City of **SIOUX FALLS**, and authorized to transact business in this State, hereinafter called the "Surety", are jointly and severally held and firmly bound unto

Medical University of South Carolina

(Insert full name of Agency)

hereinafter referred to as "Obligee", the sum of **5% OF CONTRACT AMOUNT**, being the sum of the Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for
H51-N159-PG - Arco Lane Warehouse Zerox iGen Equipment Addition

(Insert the State Project Number & Name as found on the SE-330, Bid Form)

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that default of Principal shall occur upon the failure of the Principal to deliver, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents. This obligation shall be null and void if the Obligee shall accept Principal's Bid and Principal delivers, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or all Bids are rejected by Obligee; or Obligee fails to issue a Notice of Intended Award to Principal within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Principal). Payment under this Bond shall be due and payable in full upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from Obligee, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue the Notice of Intended Award agreed to in writing by Obligee and Principal. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Bidding Documents and the laws of the State of South Carolina. Surety shall cause to be attached to the Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

IN WITNESS WHEREOF, Surety and Principal, intending to be legally bound hereby, subject to the terms stated above, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this **8TH** day of **OCTOBER** **2008** BOND NUMBER **70597912**

**PRINCIPAL
CHRISTIE BROTHERS
HEAT AND AIR, LLC**

BY: **Randy Clark / OWNER**
(Signature and Title)

ATTEST: **[Signature]**
(Signature and Title)

SURETY

WESTERN SURETY COMPANY

BY: **[Signature]**
(Signature and Title) (Attach Power of Attorney)
(TIMOTHY S. HOLT, ATTORNEY-IN-FACT)

ATTEST: **[Signature]**
(Signature and Title)
(WITNESS)

SE-335

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70597912

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint

TIMOTHY SCOTT ROLT

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Christie Brothers Heat and Air, LLC

Obligee: Medical University of South Carolina

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 8, 2009, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruffat, and its corporate seal to be affixed this 8th day of October, 2008.

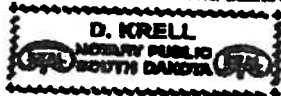


WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Senior Vice President

On this 8th day of October, in the year 2008, before me, a notary public, personally appeared Paul T. Bruffat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 8th day of October, 2008.

WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Senior Vice President

STATE OF South Carolina
COUNTY OF Greenville }

ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

Bond No. 70597912

On this 8TH day of OCTOBER, 2008, before me, a notary public in
and for said County, personally appeared TIMOTHY SCOTT HOLT
to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY,
a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South
Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that
the said TIMOTHY SCOTT HOLT
acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument
without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at
Greenville, South Carolina, the day and year last above written

My commission expires
DECEMBER 05, 2013

Eric F. Lovin
(ERIC F. LOVIN, NOTARY PUBLIC) Notary Public



SE-330
Bid Form

2008 Edition

Bids shall be submitted only on SE-330

BID SUBMITTED BY: H.R. Allen, Inc.

(Bidder's Name)

BID SUBMITTED TO: Medical University of South Carolina

(Agency Name)

FOR PROJECT: H51-N159-PG

(Number)

Arco Lane Warehouse Zerox iGen Equipment Addition

(Name)

OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the AGENCY in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, **BIDDER** has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☐ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check
(**BIDDER** check one)

3. **BIDDER**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

ADDENDUM No: 1, 2, 3, 4, 5

5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Alternate Base Bids, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that **BIDDER** may agree to in writing upon request of the AGENCY.

6. **BIDDER** herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

6.1 BASE BID WORK (BASE BID NO. 1) (as indicated in the Bidding Documents and generally described as follows):
Provide modifications to the existing building mechanical systems as well as new systems to accommodate improved space temperature and humidity control.

\$49,100.00

, which sum is hereafter called the **BASE BID No. 1.**
(enter BASE BID in figures only)

SE-330 - Bid Form

6.2 ALTERNATE BASE BIDS (as indicated in the Bidding Documents and generally described as follows):

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
BASE BID NO. 2	<u>Provide modifications to the existing building</u> <u>mechanical systems as well as new systems to</u> <u>accommodate improved space temperature and</u> <u>humidity control. Provide new equipment piping</u> <u>and associated materials and controls to improve</u> <u>temperature and humidity control in the Library</u> <u>Storage Area.</u>	<u>\$98,800.00</u>
BASE BID NO. 3		

6.3 UNIT PRICE WORK

BIDDER offers for the Agency's consideration and use the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. UNIT PRICES include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER.

<u>No.</u>	<u>ITEM</u>	<u>Base Bid Qty.</u>	<u>Unit of Measure</u>	<u>ADD</u>	<u>DEDUCT</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not Subcontractors and are not to be listed.
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work so identified in the Invitation.
3. If Bidder determines to use its own employees to perform any portion of the work listed below, and if Bidder is qualified to perform such work under the terms of the Bidding Documents, Bidder must list itself in the appropriate place in its bid and not subcontract any of that work except with the approval of the Agency for good cause shown.
4. Bidder's failure to list a Subcontractor for each listed Specialty Subcontractor will render the BID non-responsive.
5. A Subcontractor listed for an Alternate Base Bid must be used for all work if the Alternate Base Bid is accepted.
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR OR PRIME CONTRACTOR'S NAME (MUST BE COMPLETED BY BIDDER)	SUBCONTRACTOR'S SC LICENSE NUMBER (For Information)
<u>BASE BID 1</u>		
Mechanical	H.R. Allen, Inc.	M108812
Electrical	H.R. Allen, Inc.	M108812
<u>BASE BID 2</u>		
Mechanical	H.R. Allen, Inc.	M108812
Electrical	H.R. Allen, Inc.	M108812
<u>BASE BID 3</u>		
N/A		

TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The **DATE OF COMMENCEMENT** shall be established in Form SE-390, *Notice to Proceed*. The **BIDDER** shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The **DATE OF SUBSTANTIAL COMPLETION**, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (180) **CALENDAR DAYS** from the **DATE OF COMMENCEMENT** set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The **DATE OF FINAL COMPLETION**, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (30) **CALENDAR DAYS** from the **DATE OF SUBSTANTIAL COMPLETION**, subject to adjustments as provided in the Contract Documents.

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

- 1 The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step One Liquidated Damages** the amount of \$500.00 for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** exceeds the specified or adjusted Contract time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.
- 2 The undersigned further agrees that from the compensation to be paid, the Agency shall retain as **Step Two Liquidated Damages** the amount of \$500.00 for each calendar day the actual construction time required to achieve **FINAL COMPLETION** exceeds the specified or adjusted Contract Time for **FINAL COMPLETION**, as provided in the Contract Documents.
- 3 The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve **SUBSTANTIAL COMPLETION** before the date established above, the Agency shall pay the undersigned an **Early Completion Award** in the amount of N/A for each calendar day the actual construction time required to achieve **SUBSTANTIAL COMPLETION** is less than the originally specified Contract Time for **SUBSTANTIAL COMPLETION**, as provided in the Contract Documents.

AGREEMENTS

By submitting this Bid, **BIDDER** hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the **BIDDER** to indicate a price for an **ALTERNATE BASE BID** shall render the Bid non-responsive. A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive.
3. The **BIDDER** shall list only **SUBCONTRACTORS** (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No **BIDDER** whose Bid is accepted shall substitute another entity as **SUBCONTRACTOR** in place of the **SUBCONTRACTOR** listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
4. The failure of the **BIDDER** to provide the name(s) of listed **SUBCONTRACTORS** in accordance with the SC Code of Laws shall render the Bid non-responsive.
5. Unless otherwise provided in the Bidding Documents, **BIDDER** will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.
6. **BIDDER** agrees to provide all information requested by the **AGENCY** to support the **AGENCY'S** evaluation and determination of the **BIDDER'S** responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the **AGENCY** within SEVEN (7) DAYS from date of receipt by the **BIDDER** by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by **BIDDER** to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
7. The **BIDDER** certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

8. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.
9. Neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the Form SE-335 included in the Bidding Documents.

(Electronic Bid Bond Number)

*(Signature and Title)***BIDDER'S TAXPAYER IDENTIFICATION**

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 203400841

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

AC, HT, EL, LP, PB

(Classification)

(Subclassification)

5

(Limitations)

M108812 / GC G112002

(SC Contractor's License Number)

SIGNATURE

H.R. Allen, Inc.

(Legal Name of Person, Firm or Corporation Submitting Bid)

P.O. Box 31898, Charleston, SC 29417

(Mailing Address for the above)

BY: 

(Signature)

October 15, 2008

(Date)

Rod Allen, President

(Title)

843-747-4100

(Phone)



SE-335 Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS THAT

H.R. Allen, Inc., Post Office Box 31898, Charleston, SC 29417-1898

(Insert full name and address or legal title of Bidder)

hereinafter referred to as "Principal," and

Travelers Casualty and Surety Company of America, Construction Services, Travelers Bond & Financial Products, One Tower Square, Hartford, CT 06183

(Insert full name and address of principal place of business of Surety)

a corporation duly organized and existing under the laws of the State of Connecticut, with its principal office in the City of Hartford, and authorized to transact business in this State, hereinafter called the "Surety", are jointly and severally held and firmly bound unto

Medical University of South Carolina, 97 Jonathan Lucas Street, Charleston, SC 29425

(Insert full name of Agency)

hereinafter referred to as "Obligee", the sum of Five percent of the attached bid being the sum of the Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for

H51-N159-PG, Arco Lane Warehouse Zerox iGen Equipment Addition

(Insert the State Project Number & Name as found on the SE-330, Bid Form)

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that default of Principal shall occur upon the failure of the Principal to deliver, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents. This obligation shall be null and void if the Obligee shall accept Principal's Bid and Principal delivers, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or all Bids are rejected by Obligee; or Obligee fails to issue a Notice of Intended Award to Principal within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Principal). Payment under this Bond shall be due and payable in full upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from Obligee, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue the Notice of Intended Award agreed to in writing by Obligee and Principal. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Bidding Documents and the laws of the State of South Carolina. Surety shall cause to be attached to the Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

IN WITNESS WHEREOF, Surety and Principal, intending to be legally bound hereby, subject to the terms stated above, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this 8th day of October, 2008 BOND NUMBER N/A

PRINCIPAL

H.R. Allen, Inc. Rod Allen, President

(Principal's Name)

BY:

(Signature and Title)

ATTEST:

(Signature and Title)

SURETY

Travelers Casualty and Surety Company of America

(Surety's Name)

BY:

(Signature and Title) (Attach Power of Attorney)

Raymond E. Cobb, Jr., Attorney-in-Fact

ATTEST:

(Signature and Title)

Ashlea Moore, Witness

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 214735

Certificate No. 002350038

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. Wayne McCarthy, M. Kathryn McCarthy-Powers, and Raymond E. Cobb, Jr.

of the City of Columbia, State of South Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of February, 2006.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

George W. Thompson, Senior Vice President

On this 21st day of February, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

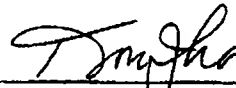
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of October, 20 08



Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421 3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



SE-330 Bid Form

2008 Edition

Bids shall be submitted only on SE-330

BID SUBMITTED BY: Stenstrom & Associates, Inc.
(Bidder's Name)

BID SUBMITTED TO: Medical University of South Carolina
(Agency Name)

FOR PROJECT: H51-N159-PG Arco Lane Warehouse Zerox iGen Equipment Addition
(Number) (Name)

OFFER

1. In response to the Form SE-310, *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the AGENCY in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, BIDDER has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

☒ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check
(BIDDER check one)

3. BIDDER, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. BIDDER acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:

ADDENDUM No: 1) 9/29/08, 2) 10/2/2008, 3, 4, & 5) 10/10/2008

5. BIDDER accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. BIDDER agrees that this Bid, including all Alternate Base Bids, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that BIDDER may agree to in writing upon request of the AGENCY.

6. BIDDER herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

6.1 BASE BID WORK (BASE BID NO. 1) (as indicated in the Bidding Documents and generally described as follows):
Provide modifications to the existing building mechanical systems as well as new systems to accommodate
improved space temperature and humidity control

52,500, which sum is hereafter called the BASE BID No. 1.
(enter BASE BID in figures only)

SE-330 - Bid Form

6.2 **ALTERNATE BASE BIDS** (as indicated in the Bidding Documents and generally described as follows):

	DESCRIPTION	AMOUNT
BASE BID NO. 2	Provide modifications to the existing building mechanical systems as well as new systems to accommodate improved space temperature and humidity control. Provide new equipment piping and associated materials and controls to improve temperature and humidity control in the Library Storage Area.	\$ 124,500
BASE BID NO. 3		

6.3 **UNIT PRICE WORK**

BIDDER offers for the Agency's consideration and use the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. UNIT PRICES include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER.

No.	ITEM	Base Bid Qty.	Unit of Measure	ADD	DEDUCT
N/A	N/A	N/A	N/A	N/A	N/A

SE-330 Bid Form

2008 Edition

LISTING OF PROPOSED SUBCONTRACTORS

1. A Subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not Subcontractors and are not to be listed.
2. Bidder must list in its bid the name of only those Subcontractors that will perform the work so identified in the Invitation.
3. If Bidder determines to use its own employees to perform any portion of the work listed below, and if Bidder is qualified to perform such work under the terms of the Bidding Documents, Bidder must list itself in the appropriate place in its bid and not subcontract any of that work except with the approval of the Agency for good cause shown.
4. Bidder's failure to list a Subcontractor for each listed Specialty Subcontractor will render the BID non-responsive.
5. A Subcontractor listed for an Alternate Base Bid must be used for all work if the Alternate Base Bid is accepted.
6. Bidder hereby states its commitment to use the below-listed Subcontractors in the performance of the Subcontractor Specialty work listed:

SUBCONTRACTOR SPECIALTY (COMPLETED BY A/E)	SUBCONTRACTOR OR PRIME CONTRACTOR'S NAME (MUST BE COMPLETED BY BIDDER)	SUBCONTRACTOR'S SC LICENSE NUMBER (For Information)
BASE BID 1		
Mechanical	KNIGHT	M-105887
Electrical	GATCH	M-99040
BASE BID 2		
Mechanical	KNIGHT	M-105887
Electrical	GATCH	M-99040
BASE BID 3		
N/A		

SE-330 Bid Form

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TIME OF CONTRACT PERFORMANCE

BIDDER hereby agrees to complete the construction work in accordance with the following schedule:

1. The DATE OF COMMENCEMENT shall be established in Form SE-390, *Notice to Proceed*. The BIDDER shall not incur any expense chargeable to this Project until the Contract has been executed by both the Agency and the Contractor, and a Notice to Proceed has been issued.
2. The DATE OF SUBSTANTIAL COMPLETION, to be documented on Form SE-550A, *Certificate of Substantial Completion*, shall be (180) CALENDAR DAYS from the DATE OF COMMENCEMENT set forth in the SE-390, subject to adjustments as provided in the Contract Documents.
3. The DATE OF FINAL COMPLETION, to be documented on Form SE-560C, *Certificate of Final Completion*, shall be (30) CALENDAR DAYS from the DATE OF SUBSTANTIAL COMPLETION, subject to adjustments as provided in the Contract Documents.

LIQUIDATED DAMAGES AND EARLY COMPLETION AWARD

1. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as Step One Liquidated Damages the amount of \$500.00 for each calendar day the actual construction time required to achieve SUBSTANTIAL COMPLETION exceeds the specified or adjusted Contract time for SUBSTANTIAL COMPLETION, as provided in the Contract Documents.
2. The undersigned further agrees that from the compensation to be paid, the Agency shall retain as Step Two Liquidated Damages the amount of \$500.00 for each calendar day the actual construction time required to achieve FINAL COMPLETION exceeds the specified or adjusted Contract Time for FINAL COMPLETION, as provided in the Contract Documents.
3. The undersigned further agrees that in full and complete satisfaction for the best efforts of the undersigned to achieve SUBSTANTIAL COMPLETION before the date established above, the Agency shall pay the undersigned an Early Completion Award in the amount of N/A for each calendar day the actual construction time required to achieve SUBSTANTIAL COMPLETION is less than the originally specified Contract Time for SUBSTANTIAL COMPLETION, as provided in the Contract Documents.

AGREEMENTS

By submitting this Bid, BIDDER hereby agrees to the following terms and conditions:

1. An incomplete Bid, or information not requested that is written on or attached to this Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.
2. The failure of the BIDDER to indicate a price for an ALTERNATE BASE BID shall render the Bid non-responsive. A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive.
3. The BIDDER shall list only SUBCONTRACTORS (as defined in the Bidding Documents) who are qualified to perform items of work as specified in the Bidding Documents or as required by any material or equipment substitutions approved at the time of bidding. No BIDDER whose Bid is accepted shall substitute another entity as SUBCONTRACTOR in place of the SUBCONTRACTOR listed in the original Bid, except for one or more of the reasons allowed by the SC Code of Laws.
4. The failure of the BIDDER to provide the name(s) of listed SUBCONTRACTORS in accordance with the SC Code of Laws shall render the Bid non-responsive.
5. Unless otherwise provided in the Bidding Documents, BIDDER will provide Performance and Labor and Material Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in cancellation of the Notice of Intent to Award and forfeiture of the Bid Bond.
6. BIDDER agrees to provide all information requested by the AGENCY to support the AGENCY'S evaluation and determination of the BIDDER'S responsibility, including completion of Form SE-350, *Questionnaire for Contractors*. The Questionnaire shall be completed fully and returned to the AGENCY within SEVEN (7) DAYS from date of receipt by the BIDDER by certified mail. The completed Form SE-350 must be received by the Agency no later than the close of business on the seventh day. Failure by BIDDER to supply requested information with respect to responsibility may be grounds for a determination of non-responsibility.
7. The BIDDER certifies that it will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

SE-330 Bid Form

2008 Edition

8. At any time prior to the issuance of the Notice to Proceed for this Project, this Contract may be canceled for the convenience of the State.

9. Neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the Form SE-335 included in the Bidding Documents.

(Electronic Bid Bond Number)

*(Signature and Title)***BIDDER'S TAXPAYER IDENTIFICATION**FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 57-0893350

OR

SOCIAL SECURITY NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONSBD5*(Classification)*N/A*(Subclassification)*None*(Limitations)*G - 16107*(SC Contractor's License Number)***SIGNATURE**Stenstrom & Associates, Inc.*(Legal Name of Person, Firm or Corporation Submitting Bid)*P.O. Box 632, Goose Creek, SC 29445*(Mailing Address for the above)*BY: *(Signature)*October 15, 2008*(Date)*Project Manager*(Title)*(843) 824-8684*(Phone)*



SE-335 Bid Bond

2008 Edition

KNOW ALL PERSONS BY THESE PRESENTS THAT

Stenstrom & Associates, Inc., Post Office Box 632, Goose Creek, SC 29445
(Insert full name and address or legal title of Bidder)

hereinafter referred to as "Principal," and

The Guarantee Company of North America USA, 2879 Highway 160 West #4307, Fort Mill, SC 29708-4307
(Insert full name and address of principal place of business of Surety)
a corporation duly organized and existing under the laws of the State of Michigan, with its principal office in the City of Southfield, and authorized to transact business in this State, hereinafter called the "Surety", are jointly and severally held and firmly bound unto

Medical University of South Carolina, 97 Jonathan Lucas Street, Charleston, SC 29425
(Insert full name of Agency)

hereinafter referred to as "Obligee", the sum of Five percent of the attached bid***, being the sum of the Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for

H51-N159-PG, Arco Lane Warehouse - Zerox iGen Equipment Addition

(Insert the State Project Number & Name as found on the SE-330, Bid Form)

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that default of Principal shall occur upon the failure of the Principal to deliver, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents. This obligation shall be null and void if the Obligee shall accept Principal's Bid and Principal delivers, within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Obligee), the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or all Bids are rejected by Obligee; or Obligee fails to issue a Notice of Intended Award to Principal within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Principal). Payment under this Bond shall be due and payable in full upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from Obligee, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue the Notice of Intended Award agreed to in writing by Obligee and Principal. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Bidding Documents and the laws of the State of South Carolina. Surety shall cause to be attached to the Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

IN WITNESS WHEREOF, Surety and Principal, intending to be legally bound hereby, subject to the terms stated above, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this 8th day of October, 2008 BOND NUMBER N/A

PRINCIPAL

Stenstrom & Associates, Inc.
(Principal's Name)
BY: [Signature]
Robert M. Stenstrom (Signature and Title) President

ATTEST: [Signature]
Anna [Name] (Signature and Title) Witness

SURETY

The Guarantee Company of North America USA
(Surety's Name)

BY: [Signature]
(Signature and Title) (Attach Power of Attorney)
Raymond E. Cobb, Jr., Attorney-in-Fact

ATTEST: [Signature]
(Signature and Title)
Ashlea Moore, Witness



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**M. Kathryn McCarthy-Powers, C. Wayne McCarthy, Raymond E. Cobb, Jr.
McCarthy, Cobb & Associates, Inc.**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writing obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of February, 2007.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



**State of Michigan
County of Oakland**

Stephen Dullard
Stephen Dullard, Vice President

On this 21st day of February, 2007 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA** which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 8th day of October 20 08



Randall Musselman

Randall Musselman, Secretary



EXH. H

H.R. Allen, Inc.
2675 Rourk Street (29405)
PO Box 31898
Charleston, SC 29417-1898
(843) 747-4100 Fax: 843-747-5238

October 23, 2008

Mr. Philip Mauney
Director of Engineering
Medical University of South Carolina
97 Jonathan Lucas Street, Parking Garage 1
2nd Floor, Room 203
Charleston, SC 29425

Re: Arco Lane Warehouse
Xerox; Gen Equipment Addition
State Project #H51-N159-PG

Mr. Mauney,

H.R. Allen, Inc. is in receipt of the Notice of Intent to award this project, and regrets to inform you that we must withdraw our bid.

Our interpretation of the contract documents were that there was two distinctive bid items labeled Bid Item #1 and Bid Item #2. This was supported by addendum number five which stated "work identified on the project drawings as "Add Alternate No.1" is to be included on the Bid Form provided in addendum number four as "Base Bid No. 2". We did not interpret this to mean that all work showed on the project drawings was to be included in Base Bid No.2, but in talking with Ryan Barber this morning, that seems to be the intent.

As a result, H.R. Allen, Inc. must withdraw their bid for this project.

Thank you,

Rod Allen
President

OCT 17, 2008

To:

DONNY PITTMAN

I would like to pull my bid And
my bid bond CAN YOU SEND IT BACK
to me.

THANK YOU,

Randy Smith

RECEIVED

OCT 20 2008

RECEIVED

EXH. #2

Randy Christie <christiebroshetair@homesc.com>

[Fwd: Re: MUSC ARCO Lane]

2 messages

Donny R Pittman <drpittman@mecainc.com>**Tue, Oct 21, 2008 at 1:21 PM**

Reply-To: drpittman@mecainc.com

To: christiebroshetair@homesc.com

please see my previous email. sorry I misspelled you email address in early mail

Thanks
Donny Pittman

Dear Randy:

I received your letter of withdrawal, unfortunately like all paperwork there needs to be certain language included in your letter. I have taken the liberty of writing the letter containing the proper language. You can use this letter in it current format and print and sign it if you like or you can retype it on your letter head. I am sending it in both word format .doc and arcrobat format .pdf so you can open with what ever software you utilize.

If you have any questions, please give me a call at 803-920-8345

I look forward to meeting you and having the opportunity to work together in the future.

Donny Pittman

4 attachments

 **Christie Bros Bid With Draw Letter 10-21-08.doc**
41K

 **Christie Bros Bid With Draw Letter 10-21-08.pdf**
7K

 **drpittman.vcf**
1K

 **drpittman.vcf**
1K

Randy Christie <christiebroshetair@homesc.com>**Thu, Oct 30, 2008 at 11:51 AM**

To: dawsong@musc.edu, "Smilie,Jr. Christie" <smiliechristie@bellsouth.net>, protest-ose@mmo.sc.gov

This is the letter I was told to sign to withdraw my bid. They said they did every thing they could, but I don't see how my totatl amount is way lower then the award amount.

[Quoted text hidden]

Dear Randy:

I received your letter of withdrawal, unfortunately like all paperwork there needs to be certain language included in your letter. I have taken the liberty of writing the letter containing the proper language. You can use this letter in it current format and print and sign it if you like or you can retype it on your letter head. I am sending it in both word format .doc and arcrobat format .pdf so you can open with what ever software you utilize.

If you have any questions, please give me a call at 803-920-8345

I look forward to meeting you and having the opportunity to work together in the future.

Donny Pittman

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 **drpittman.vcf**
1K

 **drpittman.vcf**
1K

Christie Brothers Heat & Air LLC
239 Buckeye Lane
Summerville, South Carolina 29483
Telephone: (843) 343-1943

October 21, 2008

Medical University of South Carolina
97 Jonathan Lucas Street
Post Office Box 250190
Charleston, South Carolina 29425

Re: Arco Lane Warehouse Xerox iGen Equipment Addition
Project Number H5I-N159-PG

Dear Sirs:

I wish to withdraw my bid for the reference project due to an error in my Base Bid Amount, which would cause Christie Brothers Heat & Air LLC a financial loss on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Christie". The signature is fluid and cursive, with a large initial "R" and a stylized "C".

Randy Christie



REVISED 10/28/08

SE-370

2008 Edition

Notice of Intent to Award

AGENCY: Medical University of South Carolina

(Agency Name)

PROJECT: H51-N159-PG

(Project Number)

Arco Lane Warehouse Xerox iGen Equipment Addition

(Project Name)

TO ALL BIDDERS:

The Agency has determined that the below-named Bidder is responsible in accordance with the requirements of the Bidding Documents and has submitted the lowest responsive Bid. The Agency hereby announces its intent to enter into a contract with this Bidder for the construction of the above-named Project, subject to the provisions of SC law.

NAME OF BIDDER(S): Stenstrom & Associates, Inc.DATE BIDS WERE RECEIVED: 10/15/08AMOUNT OF BASE BID: # 2\$ 124,500.00ALTERNATE(S) ACCEPTED: # n/aTotal: \$ \$0.00

TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S):

\$ 124,500.00

Remarks: (In accordance with Chapter 6 of the OSE Manual, explain any negotiations that resulted in a change in either the Base Bid or the accepted Bid Alternates)

RIGHT TO PROTEST:

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the State Engineer in accordance with Section 11-35-4210 of the SC Code of Laws at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201, EMAIL: protest-ose@mso.sc.gov

Philip Mauney
(Signature of Awarding Authority)

10/28/08
(Date Posted)

Philip Mauney

(Print or Type Name of Awarding Authority)

Director of Engineering

(Awarding Authority Title)

INSTRUCTIONS TO THE AGENCY:

1. Post a copy of this form on the Date and at the Location announced at the Bid Opening.
2. Mail a copy of this Form and the final Bid Tabulation to all responsive Bidders and OSE.

EXH. J

STENSTROM & ASSOCIATES INC
100-A FARM ROAD
GOOSE GREEK, SC 29445
(843) 824-8684

License number: 16107
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2010
First Issuance Date: 01/17/1995
Classification: BD5

Supervises
ROBERT M. STENSTROM - (COG)

[Click here for classifications key](#)